

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
TINDALE-OLIVER & ASSOCIATES, INC.
FOR AMERICANS DISABILITY ACT (ADA) CONSULTANT
RSQ 14-0015**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Tindale-Oliver & Associates, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualifications (RSQ), #14-0015, for procurement of on-call consulting services to assist the County with a variety of tasks falling under the American with Disabilities Act (ADA); and

WHEREAS, the CONSULTANT was procured under Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiations Act (CCNA); and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide on call ADA services for COUNTY. The CONSULTANT acknowledges and agrees that if work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 Generally, the CONSULTANT shall be required to perform the services set forth in **Exhibit A**, attached hereto and incorporated herein by reference, or any other related services not specifically identified.

2.3 **ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE OFFICE OF PROCUREMENT AND THE COUNTY ATTORNEY'S OFFICE PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO THE CONSULTANT.**

2.4 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the sole right to renew this Agreement for two (2) additional twelve (12) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised. Continuation of the Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.5 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.6 CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate consultant(s).

2.7 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.8 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
- B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

2.9 Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, individual projects authorized under this Agreement shall not exceed \$2,000,000.00 in construction costs or \$200,000.00 for study activities.

Article 3. Payment

3.1 Payment shall be based upon the hourly billing rates set forth in Consultant's Fee Schedule, attached hereto and incorporated herein as **Exhibit B**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the Task Order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided.

3.2 Invoices shall be submitted in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the expenses set forth in **Exhibit B**, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. Mileage shall only be reimbursed at the prevailing rate paid to public employees. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

3.6 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment or Subletting of Contract. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. In the event the CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or other similar acquisition process, the CONSULTANT shall notify the COUNTY immediately. The COUNTY shall

have the option of terminating this contract in the event the acquiring entity does not meet with the County's approval.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

- (vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of the CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by

the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT

agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing

the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
William L. Ball, AICP
1000 N. Ashley Drive
Suite 400
Tampa, Florida 33602

If to COUNTY:
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A
Exhibit B

Scope
Fee Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 27 day of January, 2015, and by CONSULTANT through its duly authorized representative.

CONSULTANT

Tindale-Oliver & Associates, Inc.
CA #5249

Steven A. Tindale
Steven A. Tindale, President

This 9th day of December, 2015. (SAT)

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly
Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

[Signature]
_____, Chair
This 27th day of January, 2015.

Approved as to form and legality:

[Signature]
Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

A. Basic Scope of Services

The County owns approximately 150 buildings of various building types, ranging from office buildings, a records center, courthouse, detention center, vehicle storage shelters, weighing station, vehicular maintenance facilities, sidewalks, and parks & recreation facilities.

The CONSULTANT shall provide building/facilities and site ADA accessibility auditing for the purpose of identifying existing architectural and structural communication barriers to accessibility for the general public and County staff. The CONSULTANT shall be well versed in the latest federal, state, and local codes having jurisdiction over ADA accessibility requirements and shall become familiar with the County's policies and procedures related to ADA accessibility for buildings and facilities.

The ADA audits shall include limited scope surveys up to comprehensive ADA surveys of the building/facilities and associated site accessibilities including but not limited to signage, vertical and horizontal accessible routes, comfort stations, drinking fountains, walk-up counters, parking, playgrounds, etc. The Audit shall include identification of accessibility deficiencies, recommended fix, and estimated cost for the fix. In addition, the Audit shall include a prioritization and planned approach of barrier elimination based on a "reasonable cost and readily achievable" determination.

Other services that may be required may include but not limited to:

- Peer review of design plans
- ADA wayfinding studies
- Expert witness services
- Response preparation to ADA complaints
- Other accessibility related issues

B. Additional Assurances and Scope



Tindale-Oliver & Associates, Inc.
Planning and Engineering

Tampa Office - Headquarters
1000 N. Ashley Drive, Suite 400
Tampa, FL 33602 | (813) 224-8862

August 6, 2014

Lake County Americans with Disabilities Act (ADA) Consultant –
Request for Statement of Qualifications Response
RSQ Number: 14-0015

Statement of Interest from Tindale-Oliver & Associates, Inc.

Tindale-Oliver & Associates, Inc. (TOA) is pleased to submit this statement of interest to provide technical Americans with Disabilities Act (ADA) Consultant Services to the Lake County Board of County Commissioners. With a full understanding of and experience in assisting several agencies, including Lake County, with general and technical ADA compliance issues for more than 20 years, TOA can serve as the principal provider of these services and is eager to assist Lake County in its efforts to ensure accessibility compliance for its citizens.

The services described in RSQ 14-0015 will provide Lake County with assurance of compliance with respect to ADA requirements and Florida State accessibility standards, as appropriate. This statement of interest document describes the process TOA will follow in performing this work, the reports that will be prepared, and related activities in anticipation of services requested by Lake County.

Our approach to providing on-call ADA compliance consultant services has been successfully applied at several municipal, jurisdictional, and transit agencies nationwide and will allow Lake County flexibility and cost savings through the selection of specific tasks outlined in the scope of work or as developed based on unexpected needs for ADA compliance consulting as they arise. TOA brings a wide range of expertise in public accessibility practice with respect to compliance with the ADA, including equipment and facility design, engineering, construction, service operations, public outreach, legal assistance and expert witness service, transition plans, capital improvement program plans, technical ADA training, and policies and programs development and maintenance.

TOA has assisted federal, state, and local agencies in implementing the provisions of ADA and subsequent revisions. The firm also has managed many national and local-level research projects concerning accessible transportation systems and innovative service designs. TOA

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offers expertise with ADA facilities and equipment accessibility solutions, as well as paratransit service planning, design, evaluation, ADA paratransit eligibility, and technical assistance to achieve ADA compliance.

TOA has conducted facility assessments for federal, State, and local agencies for compliance with ADA provisions. We have provided detailed reports of deficiencies found during those assessments and included recommended deficiency remediation measures as well as technical guidance for problem resolution and cost estimates for actions recommended. ADA compliance assessments have been conducted for Lake County's Judicial Center parking and approach; Lake County's Transportation Division ADA Transition Plan; a retail/commercial shopping center in Durham, NC; the NoHo Flats residential development facility in Tampa; 50 multi-use buildings at the Marine Corp Logistics Base in Albany, GA; 400+ rail transportation facilities at more than 35 public transit agencies for the Federal Transit Administration (FTA); thousands of bus stops for public transit providers; and numerous public and employee use facilities of various configurations. These assessments include review of all aspects of ADA-required accessibility elements generally categorized as:

- Accessible routes
- Parking facilities (lots and garages), passenger drop-off, approaches
- Maneuvering, clearances, reach ranges, and clear paths
- Elevators, stairs, ramps, curb ramps, walkways
- Doorways, landings, hardware
- Equipment access and use
- Entrances, egress routes, emergency evacuation
- Signage (visual and tactile)
- Provisions of service and other ADA-required operational requirements

Furthermore, TOA offers extensive experience working with the disability community and has organized many successful public involvement efforts, including community outreach and meetings, focus groups, survey research, and related evaluation activities. We encourage our clients to pursue active community involvement programs both to educate and to include individuals and groups representing people with disabilities and older adults as advocates to the agency to further understanding and cooperation.



TOA staff are certified by the International Code Council to conduct ADA compliance accessibility inspections and professional plans review and offer a unique level of qualification to provide Lake County with professional design and construction review services. Our plans reviews for ADA compliance have consistently saved clients time and money through discovery of non-compliance issues or omissions at an early stage of design. Further, we know from experience that construction contractors frequently are uninformed concerning accessibility regulations and often build or repair elements in a manner resulting in a non-compliant situation. Our construction reviews of work-in-progress and at-work completion will provide Lake County with an assurance that the final product is compliant with federal and State accessibility regulations before the facility is made available to the public, thereby eliminating exposure or risk for complaint.

TOA staff have conducted several wayfinding studies at public agencies to determine a signage scheme and egress plans meeting federal and State accessibility regulations. With the recent revision of ADA regulations, more stringent requirements are now imposed to meet egress compliance for exits from facilities to be in compliance with International Building Code specifications directed by the ADA. Our experience in this area includes wayfinding design and study efforts for Lake County, Boston, Fort Lauderdale, Philadelphia, New York, and others.

TOA staff have provided expert witness services for clients involved in lawsuits and formal and non-formal complaints, including federal (Department of Justice, FTA, Federal Highway Administration [FHWA]) actions resulting from citizen complaints; accident investigations involving individuals with disabilities; legal team counseling in preparation for court or mitigation efforts; complaint investigation and recommendations (mediation) for resolution; expert witness court services (for clients and courts); and public intervention to educate complainants of ADA and State provisions to further the understanding and acceptance of existing and planned conditions.

Each task order issued to TOA will be expedited to meet Lake County's needs, and sufficient resources will be applied as necessary to complete the task in a professional and technically-responsive manner. Upon notification of a task assignment, TOA's Project Manager will:

- Alert staff as required to determine availability to respond to the work requirement, including travel to the site, if necessary, for a complete response.
- Confer with Lake County staff to research the issue or problem to determine proper



course of action if the County has not established a course of action.

- Interview knowledgeable Lake County personnel and others as necessary to establish the facts necessary to proceed with the assignment.
- Develop and submit a plan or approach to the task, including resource requirements, schedule, and cost proposal.
- Perform the assigned task and complete all reporting requirements necessary to provide Lake County with sufficient information and resources to close the task order.

We propose to perform any tasks assigned by Lake County on an on-call basis. When work is prescribed, Lake County and TOA project managers will negotiate a scope of work, establish a budget, and set a schedule for task elements.

Based on conversations with Lake County staff, the first task assignment will be establishing a baseline level of facility accessibility compliance for Lake County's more than 150 facilities, leading to the development of a revised formal transition plan. Each of the County's facilities will be assessed based on a priority and resource availability plan established in coordination with County staff. The findings for each facility assessed under the project will be provided in the form of an Accessibility Assessment Report (AAR). This AAR conforms to ASTM E2018-01, Standard Guide for Property Assessments: Baseline Property Condition Assessment Process standards. An example AAR developed for a prior TOA project is included as an attachment to the end of this section.

TASK	DESCRIPTION
Perform facility and equipment ADA compliance assessments.	Perform facility and equipment ADA compliance assessments. We will provide physical assessments and/or design document review of facilities and equipment for ADA and State compliance and issue reports of findings with remediation recommendations and cost estimates as directed by Lake County. Assessments of facilities, parking facilities, bus stops, maintenance facilities, administrative and office facilities, vehicles, elevators, escalators, emergency evacuation routes, signage, service provisions, and other elements of Lake County's real property accessed by the public or offered as services.



TASK	DESCRIPTION
Perform policy and procedure reviews for ADA compliance.	Where appropriate and as directed by Lake County staff, TOA will initiate recommended alterations to existing policies, procedures, and other directives where non-compliance with Federal and/or State accessibility requirements are discovered. This action will provide Lake County with a uniform ADA compliance template for all activities conducted by the County for public access or services. This effort is proposed to be carried out as an adjunct to the facility assessments.

The AAR will identify defects or deficiencies in compliance with the ADA Accessibility Guidelines (ADAAG) and Florida Building Code Chapter 11 (Florida Accessibility Code) and will recommend necessary accessibility improvements to the assessed facilities. The assessment will be based on spaces, areas, elements, or features that can or could be accessed by the general public. Equipment or work spaces not allocated for use by individuals with disabilities will not be evaluated. However, work areas that may allow individuals with disabilities to be employed will be identified, and these areas will be assessed, and any deficiencies noted also will be reported in the AAR.

Determining the date a facility was constructed or renovated is important so that applicable standards can be applied during the assessment process. ADAAG became enforceable in January 1992; Uniform Federal Accessibility Standards (UFAS) were applicable prior to ADAAG adoption. Federally funded, designed, altered, constructed, or leased facilities fall under the Architectural Barriers Act (ABA), 42 U.S.C. 4151-4157, of 1968 accessibility regulations found in the ADA/ABA (revised in 2004), as adopted by the Departments of Justice, Transportation, General Services Agency, Defense, and the U.S. Postal Service. The Florida Accessibility Code is applicable and enforceable for all Florida facilities.

PROJECT MANAGEMENT AND QUALITY CONTROL

TOA senior staff will directly supervise and maintain quality control over the ADA Consultant Services project. Employee training, supervision, scheduling, report methodology, and completion will be managed on a daily basis to ensure full productivity by project personnel, as well as the highest level of competency. Our activities will include following through with recommended actions such as preparation of training format recommendations, further

monitoring or reassessments to determine the effectiveness of corrective actions, and additional services as required by Lake County staff. Project management at all phases of the work and quality control of all activities involved with the contract will be administered by senior TOA staff.

TOA will place Lake County ADA Consultant Services at a high level of response to perform the project in an extremely effective manner. We appreciate your consideration of our statement of qualifications and look forward to discussing further your thoughts and ideas for moving forward.

Sincerely,


Joel Rey, P.E., AICP
Principal-in-Charge


Don Kloehn, AI/PE
Project Manager

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EXHIBIT B: CONSULTANT'S FEE SCHEDULE

Tindale-Oliver & Associates, Inc.
 Fee Schedule
 Lake County ADA Compliance RSQ 14-0015

Labor Category	per hour
Principal	\$200.00
Senior ADA Specialist	\$171.00
Project Manager	\$145.00
Engineer	\$100.00
Graphics Engineer	\$82.00
Planner	\$100.00
Admin/Clerical	\$55.00

Reimbursable Expenses	
Travel-Related Expenses:	Unit Cost
Mileage	\$0.56
Tolls	At cost
Parking	At cost
Car Rental	At cost
Car Rental Refueling	At cost
Per Diem	\$40.00
Hotel Room (per night)	\$125.00
Printing/Reproduction Expenses	
8.5 x 11 b/w	\$0.06
11 x 17 b/w	\$0.20
8.5 x 11 color	\$0.25
11 x 17 color	\$0.40
D-size Board (24" x 36") - printed and mounted (color)	\$90.00
D-size Board (24" x 36") - printed and mounted (b/w)	\$60.00
E-size Board (36" x 48") - printed and mounted (color)	\$130.00
E-size Board (36" x 48") - printed and mounted (b/w)	\$98.00
Coil Binding (per document - up to 100 sheets)	\$5.00
CD's	\$5.00
Other:	
Shipping and Courier Charges	At cost
Postage	At cost
Overnight Delivery	At cost